

AMENDMENT UNDER 37 C.F.R. § 1.111
Application Serial No. 10/666,264
Attorney Docket No. Q90171

REMARKS

Upon entry of the present Amendment, claims 1-8, 12-13, 15, 17-25 and 27-35 are all the claims pending in the application. New claim 35 is added. No new matter is presented.

As an initial matter, Applicant thanks the Examiner for the courtesies extended during the personal interview conducted on September 28, 2006. As discussed during the interview and noted in the Examiner's Interview Summary, which has previously been made of record in the instant application, Applicant has prepared a Declaration Under 37 C.F.R. § 1.132 to provide further explanation of various concepts underlying Applicant's traversal of the grounds of rejection.

The Declaration, which has been prepared and executed by Mr. Ian Jones, is filed concurrently with the present Amendment and will be referenced in the following remarks. For instance, Applicant notes that the Declaration initially sets forth a background discussion of an exemplary transmission laser welding process which is consistent with the claimed method at pages 3-5. The remaining discussion in the Declaration elaborates on the various deficiencies of the applied art, which will be referenced in greater detail below.

New Matter Objection

Applicant notes that the Examiner has objected to the Amendment filed June 20, 2006 for allegedly introducing new matter which is not supported by the original disclosure. In particular, the Examiner contends that "organic dye", as recited by claims 30-33 is not supported, and the Examiner has therefore not treated claims 30-33 on the merits.

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Applicant respectfully traverses this objection and submits that the features set forth in claims 30-33 are fully supported by the disclosure of the present application, as originally filed. For instance, one such organic dye disclosed in the specification is squarylium, the properties of which are discussed in further detail in the 132 Declaration filed herewith. *See* 37 C.F.R. § 1.132 Declaration of Ian Jones (hereinafter “Decl.”) at pages 7-8.

Other such organic dyes are cyanine dyes and croconium dyes, which are discussed in the Specification at page 3. Applicant further refers the Examiner to the discussion of organic radiation absorbers set forth in the 132 Declaration at pages 6-16.

In view of the foregoing, reconsideration and withdrawal of the new matter objection, as well as consideration of claims 30-33 on their merits, is respectfully requested.

Claim Rejections - 35 U.S.C. § 112

Claim 26 stands rejected under 35 U.S.C. § 112, first paragraph, as allegedly failing to comply with the enablement requirement. Without commenting substantively, Applicant submits that this ground of rejection is moot in view of the cancellation of claim 26 without prejudice or disclaimer.

Claim Rejections - 35 U.S.C. § 102

Claims 1-8, 12-13, 15, 17-21, 27 and 29 stand rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by Corrsin (U.S. Patent No. 3,477,194). Applicant respectfully

traverses this ground of rejection and submits that Corrsin fails to disclose all the features of claims 1-8, 12-13, 15, 17-21, 27 and 29, as evidenced by the following.

With respect to claim 1, Applicant submits that Corrsin fails to disclose *at least* the features of providing a radiation absorbing material at the joint region that has an *absorption band in the range 780-1500 nm matched to a wavelength of incident radiation* so as to absorb the incident radiation and generate heat, and the feature of the radiation absorbing material being a radiation absorbing dye that is *visually transmissive* when the workpieces, as claimed, are welded together and when viewed through the first workpiece.

In this regard, Applicant respectfully disagrees with the Examiner's characterization of Corrsin's disclosure, as set forth in the Office Action. For instance, in rejecting claim 1, the Examiner alleges as follows:

Corrsin discloses the sealing of thermoplastic thin materials using infrared radiation and a ***carbon material*** in between the materials. The ***carbon substance*** is printed onto a board, which is faced or overlaid with a thermoplastic material. The coating and film are welded throughout the area overlying the infrared absorbing material. ***Absorbers may also be in the form of inks.*** Lamps or carbon dioxide lasers can be used. An absorber can be a visually transparent radiation absorber that is selective to radiation in a certain range of wavelengths. ***Radiation is chosen in a certain range of wavelengths, in this case infrared.*** Specifically two plastic films where one film is a pigmented film and the other film are visually transparent. The layer of material, which is capable of absorbing radiation, is interposed between the two films

in the areas to be sealed and the package is irradiated. Hence the films are sealed together by a substantially transparent radiation absorber, which selectively absorbs radiation, thus causing a concentration in heat in areas where such absorber has been applied and thereby effecting sealing. (abstract, figures, col. 1, lines 20-50, col. 2, lines 24-57, col. 3, lines 30-71, col. 4, lines 5-50).

See Office Action at pages 2-3 (emphasis added).

As discussed in greater detail under the subsections set forth below, Applicant submits that Corrsin cannot reasonably be interpreted so as to anticipate all the features of the method defined by claim 1. For instance, Corrsin discloses carbon, polybutadiene, and gypsum as radiation absorbing materials, none of which can be considered consistent with a radiation absorbing material having an absorption band in the range recited and exhibiting the properties of being visually transmissive after welding, as claimed.

a. Corrsin's teaching of Carbon as a radiation absorber does not suggest a radiation absorber as claimed.

As noted in the previous Amendment, that the disclosure of Corrsin is largely focused on the use of carbon as a radiation absorber. *See* Amendment Under 37 C.F.R. § 1.114 filed June 20, 2006 (hereinafter "Amendment") at page 13; *see also* Corrsin at col. 1, lines 40-51 and col. 2, lines 32-43. Thus, as previously discussed, since carbon is opaque, the carbon cannot reasonably be considered to be "visually transmissive", as claimed. Rather, carbon, which is a pigment, is a black particulate. *See* Decl. at page 6.

As further discussed in the 132 Declaration, carbon has a relatively featureless absorbance spectrum. *See* Decl. at page 10. This featureless profile of carbon stands in contrast to a radiation absorber *matched* to a wavelength of incident radiation, such as those depicted in Figs. 3(a)-(b). *See* Decl. at pages 8-9. Moreover, the “inks” that the Examiner refers to in the grounds of rejection are disclosed by Corrsin as “carbon containing inks”, which would likewise opaque and would therefore not disclose a radiation absorbing material, as claimed.

b. Corrsin’s teaching of gypsum likewise does not disclose a radiation absorber that is visually transmissive in the manner defined by claim 1.

The only disclosure of a radiation absorbing material in Corrsin that is exposed to incident radiation falling within the range of 780-1500 nm is gypsum. However, gypsum cannot correspond to the radiation absorbing material employed in the method defined by claim 1. As discussed in the 132 Declaration, Corrsin’s teaching of gypsum as a radiation absorber is demonstrated experimentally, and the deficiencies of gypsum are set forth. *See* Decl. at pages 16-21.

For instance, Corrsin discloses a “selective absorber” as being prepared from gypsum ($\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$) mixed with water and calcium oleate as a dispersant. *See* Corrsin at col. 4, lines 23-31. Corrsin further teaches that polyethylene film is coated with the radiation absorber, which will “selectively absorb radiation in the near infrared from 1 to 3 microns”. Further, the radiation source is taught as being “an incandescent source such as a tungsten filament.” *See* Corrsin at 4, lines 21-22.

However, when replicating Corrsin's teaching of gypsum, as set forth in the 132 Declaration, a successful weld was achieved *only* in the case of a clear film to a black carbon pigmented polyethylene film, which no gypsum coating was applied. *See* Decl. at pages 16-21. In the remaining cases in which gypsum coating was applied between films (i.e., clear to black carbon pigmented polyethylene film, and clear to clear polyethylene film), no welding was achieved, and the gypsum coating gave a visible white appearance to the polyethylene film before and after irradiation by the lamp. *See* Decl. at page 20. Moreover, when gypsum was placed between clear-to-clear film samples and exposed to incident radiation of 940 nm from a diode laser source, again no welding was demonstrated. *See* Decl. at pages 21.

Thus, as discussed in the Declaration, one can reasonably conclude that gypsum does not assist welding of a *visually transmissive* thermoplastic film to either a pigmented or visually transmissive film. Rather, as experimentally demonstrated, gypsum acted as a barrier to welding considering such that the transmissive and pigmented films could be welded *without* the gypsum coating, but could not be welded when gypsum coating is applied. *See* Decl. at page 21.

Additionally, the gypsum coating applied per Corrsin's teaching was clearly visible on either a clear uncolored film or a black pigmented film both before and after irradiation by an infrared heat source. This coloration is inconsistent with the feature of claim 1 defining a *visually transmissive* radiation absorber when the workpieces are welded together and when viewed through the first workpiece. *See* Decl. at page 21.

Thus, as discussed in the previous Amendment, where Corrsin does disclose an incident radiation of 1000 nm to 3000 nm, which would partially overly the claimed range, the radiation

absorber is not visually transmissive, and therefore does not suggest a radiation absorbing dye, as recited by claim 1. *See* Amendment filed June 20, 2006 at page 15.

c. Polybutadiene does not absorb within the claimed range

As discussed of the 132 Declaration, polybutadiene and its copolymers are described by Corrsin as being selective absorbers at a wavelength of *10.6 microns*, or 10,600 nm. *See* Decl. at pages 11-13. However, at the range of 780-1500 nm, which is recited by claim 1, the copolymer of polybutadiene does not exhibit any significant absorption characteristics. *See* Decl. at page 12 and Fig. 6(a).

Further, Fig. 6(b) of the 132 Declaration provides a broader depiction of the absorbance spectrum of polybutadiene itself, which clearly depicts peak absorption occurring between 10,000 nm and 11,000 nm. *See* Decl. at page 13 and Fig. 6(b). Such absorption characteristics are consistent with Corrsin's teaching of using polybutadiene as a radiation absorber in connection with exposure to an incident radiation having a wavelength range well beyond the claimed range of 780-1500 nm.

Also, as previously discussed, polybutadiene is a rubber polymer, and polybutadiene with styrene acrylonitrile is ABS, a thermoplastic. Almost all polymers exhibit intrinsic absorption in the wavelength range of 10.6 microns, the extent of which depends on the particular polymer. As a result, polymers can be welded together in the wavelength range of 10.6 microns without an absorber as a result of their intrinsic absorption. *See* Amendment filed June 20, 2006 at page 13.

Thus, Corrsin teaches the use of a rubber polymer (polybutadiene) to join two other polymer (polyethylene) sheets together. Moreover, sheets of polyethylene can be joined to each other without the need of any radiation absorbing material due to the intrinsic absorption properties in the 10.6 micron wavelength, as discussed, for example in Osborne at col. 1, lines 15-64.¹

In other words, Corrsin's teaching of the use of polybutadiene as a visually transmissive absorber relies on the intrinsic absorption of polymers to affect a seal at the 10.6 micron wavelength. Polybutadiene does not, however, absorb at 780-1500 nm, as claimed. Consequently, the "visually transmissive" absorbers disclosed by Corrsin do not suggest a radiation absorbing dye provided at the joint region that has an absorption band in the range 780-1500 nm matched to the wavelength of incident radiation.

d. Summary of the deficiencies of Corrsin

Initially, Applicant notes that the use as carbon as a radiation absorber is not visually transmissive and therefore does not suggest a radiation absorbing dye, as recited by claim 1, that is both visually transmissive when the workpieces are welded together and when viewed through the first workpiece. Indeed, carbon is opaque and the use of carbon as a radiation absorber would therefore teach one of ordinary skill away from the claimed method.

¹ Osborne is relied upon by the Examiner in the rejections of claims 22-29.

Second, although Corrsin may generally refer to welding of plastic films by the use of infrared radiation, Corrsin does not disclose the use of a *visually transmissive* radiation absorber having an absorption band in the claimed range of **780-1500 nm** that is also matched to the wavelength of incident radiation. Rather, as noted above, Corrsin teaches the use of polybutadiene alone or with copolymers at an incident radiation of 10,600 nm, lying well beyond the recited range.

Third, the only specific mention of a radiation absorber that is exposed to incident radiation falling within the claimed range of 780-1500 nm is gypsum, which is a solid white pigment and therefore not visually transmissive. Thus, where Corrsin does disclose an incident radiation 1000 nm to 3000 nm, the radiation absorber is not visually transmissive, and therefore does not suggest a radiation absorbing dye, as recited by claim 1.

In view of the foregoing, Applicant submits that Corrsin is deficient at least with respect to the features of providing a radiation absorbing material at the joint region that has an *absorption band in the range 780-1500 nm matched to a wavelength of incident radiation* so as to absorb the incident radiation and generate heat, and the feature of the radiation absorbing material being a radiation absorbing dye that is *visually transmissive* when the workpieces, as claimed, are welded together and when viewed through the first workpiece, as recited by the method of claim 1. Reconsideration and withdrawal of the rejection is therefore requested.

With respect to claims 2-8, 12-13, 15, 17-25 and 27-35, Applicant respectfully submits that these claims are allowable at least by virtue of their dependency from claim 1, as well as by virtue of the features recited therein.

Claim Rejections - 35 U.S.C. § 103

Muellich in view of Corrsin

Claims 1-8, 12-13, 15, 17-21 and 34 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Muellich (U.S. Patent No. 5,893,959) in view of Corrsin. Applicant respectfully traverses this ground of rejection and submits that the combination of features recited by these claims would not have been rendered *prima facie* obvious from Muellich and Corrsin, whether taken alone or in combination.

In the grounds of rejection, the Examiner initially contends as follows:

“Muellich discloses the welding of thermoplastic materials using a laser beam. The transmission coefficient is used in the formation of a bond. *Workpieces may be opaque, colored with a dye or transparent. After welding, the individual workpiece parts are substantially no longer distinguishable by the human eye.* The proportions of the workpiece parts are joined in the visible region and dye pigment may be used for joining. Wavelengths of 1.06 um may be used. (abstract, figures, col. 3, lines 5-10, col. 7, lines 40-65, col. 8, lines 34-67).

Muellich does not specifically teach the use of the infrared.

Corrsin discloses the sealing of thermoplastic thin film materials using infrared radiation and a *carbon material in between the materials*. (abstract, figures, col. 1, lines 20-50, col. 2, lines 24-57, col. 3, lines 30-71, col. 4, lines 5-50)

It would have been obvious to one of ordinary skill in the art at the time of invention to use infrared radiation as taught by

Corrsin in the Muellich process because it is a known wavelength to impart welding ***and hence is a functional equivalent.***

See Office Action at page 4 (emphasis added).

Applicant respectfully disagrees with the Examiner's characterization of Muellich, the allegation that it would have been obvious to combine Muellich and Corrsin, and the contention of "equivalence" between these two disparate teachings. For instance, Muellich teaches the use of laser welding to join workpieces together to produce a resultant structure that provides a "homogenous visual impression, in particular with regard to color." *See* Muellich at col. 2, lines 18-21. However, the laser welding taught by Muellich involves providing suitable additives to both "workpiece parts" to be welded such that: a) with respect to ***infrared radiation***, one of the workpieces is substantially transparent while the other is substantially absorbent, as described at col. 2, line 64 - col. 3, line 3, and b) with respect to the visible wavelength range, the additives are ***impermeable to light rays*** so that the resulting structure provides a substantially homogeneous visual impression by virtue of the workpieces being *opaque* to visible light, as described at col. 3, lines 3-7 and col. 9, lines 19-21.

Moreover, as discussed in the 132 Declaration, Muellich teaches that black dye pigments, which are not visually transmissive, are used as a radiation absorber between two workpieces. *See* Decl. at pages 21-22 and Muellich at col. 7, lines 42-44. Indeed, in the welding method of Muellich, two visually opaque parts are joined by laser transmission welding, in which one of the parts contains a laser absorbing "black dye pigment" and the second part contains a "dye pigment" that is laser transmissive. *See* Decl. at page 2.

To further explain the type of welding taught by Muellich, an example is shown in Fig. 8 of the 132 Declaration. *See* Decl. at pages 21-23. As explained therein, both welded pieces *visually* appear black, or opaque, but actually contain different colorants from the standpoint of *infrared radiation*, one being transmissive to the laser radiation, while the other piece is absorbing to the laser. *See* Decl. at page 23. Thus, in the method of Muellich, the *carbon* is used as the radiation absorber in the laser absorbing part, while colorants are added to the other part to provide the “homogeneous visual impression”. *See* Decl. at pages 23-24.

However, the differences between Muelich’s method and welding consistent with the method of claim 1 are readily apparent from the comparison provided in Fig. 9 of the 132 Declaration. *See* Decl. at page 24. Indeed, the claimed method allows for welding to be performed without any need to alter the color of the parts, which stands in stark contrast to Muellich’s requirement of a *visually opaque appearance*, as evident from the black color shown in the upper sample of Fig. 9. *See* Decl. at page 24.

In contrast, claim 1 recites that the radiation absorbing material is a radiation absorbing dye that is *visually transmissive* when the workpieces are welded together and when viewed through the first workpiece. Thus, Muellich not only fails to suggest a radiation absorbing dye, as claimed, but Muellich’s teaching of the use of a “black dye pigments” in which the welded structure includes additives that are “impermeable to light rays” would teach one of ordinary skill in that art away from the invention, as defined by claim 1.

Furthermore, as discussed above with respect to Corrsin, Corrsin’s teaching of using carbon as a radiation absorber, even if combined with Muellich, would not lead one to the

method, as defined by claim 1. Rather, the use of carbon as a radiation absorber would clearly not provide a radiation absorbing material that is a radiation absorbing dye, as claimed, and visually transmissive when the workpieces are welded together and when viewed through the first workpiece, for reasons discussed previously. *See, e.g.*, Decl. at pages 6-16.

Thus, Corrsin fails to compensate for the deficiencies of Muellich. Therefore, neither Muellich nor Corrsin, whether taken alone or in combination, teach or suggest all the features of claim 1 and the rejection is improper because prima facie obviousness has not been demonstrated. Reconsideration and withdrawal of the rejection is therefore requested.

Applicant further submits that claims 2-8- 12, 15, 17-25 and 27-35 are allowable at least by virtue of depending from claim 1 as well as by virtue of the features recited therein.

Corrsin in view of Osborne

Claims 22-26 and 28 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Corrsin in view of Osborne (U.S. Patent No. 4,069,080).

Without commenting substantively, Applicant submits that claims 22-25 and 28 are allowable at least by virtue of depending from claim 1, as well as by virtue of the respective features recited therein. As to claim 26, Applicant submits that this ground of rejection is moot in view of the cancellation of claim 26 without prejudice or disclaimer.

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Muellich in view of Corrsin and Osborne

Claims 22-29 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Muellich in view of Corrsin and Osborne.

Without commenting substantively, Applicant submits that claims 22-25 and 28-29 are allowable at least by virtue of depending from claim 1, as well as by virtue of the respective features recited therein. As to claim 26, Applicant submits that this ground of rejection is moot in view of the cancellation of claim 26 without prejudice or disclaimer.

New claim

In order to provide additional claim coverage merited by the scope of the present invention, Applicant is adding new claim 35, which recites the feature of the radiation absorbing material is *a radiation absorbing organic dye that is dissolved in use*. Applicant further submits that, in addition to being allowable by virtue of depending from claim 1, the feature of a radiation absorbing organic dye that is dissolved, as claimed, would not have been taught or suggested by the applied art.

Further, as discussed in the Declaration, the Andrus patent (U.S. Patent No. 5,093,147), which has been cited in the parent application of the present application (U.S. Application Serial No. 09/806,613), relates to the use of an organic that fluoresces when exposed to laser radiation. However, such an fluorescing organic dye would not suggest any application to welding of workpieces in the manner claimed, nor would any modification of the welding processes of

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either Corrsin or Muellich been obvious in view of Andrus' teaching of a fluorescing dye. *See* Decl. at pages 3 and 24-26.

Moreover, the carbon, gypsum or polybutadiene, which are taught by Corrsin as radiation absorbers, are insoluble and would therefore not provide any suggestion for an organic radiation absorbing organic dye, as recited by claim 35. *See* Decl. at pages 6-7. Indeed, as subsequently discussed in further detail in the Declaration, Corrsin suggests the use of inorganic pigments, which would not dissolve in a substrate, but would rather remain suspended in the substrate as macroscopic agglomerates of composite molecules or ions. *See* Decl. at page 14. A pigment, such as the carbon or the gypsum taught by Corrsin, would not be soluble in organic polymers of interest. *See* Decl. at page 15. For similar reasons, the black dye pigment of Muellich would likewise fail to suggest a radiation absorbing organic dye, as recited by claim 35. *See* Decl. at page 2.

At least for the foregoing reasons, Applicant submits that new claim 35 is allowable over the applied art.

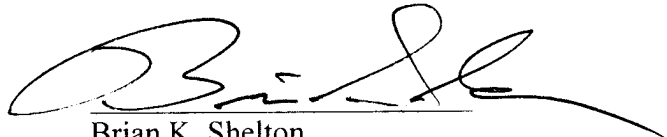
Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brian K. Shelton", written over a horizontal line.

Brian K. Shelton
Registration No. 50,245

SUGHRUE MION, PLLC
Telephone: (202) 293-7060
Facsimile: (202) 293-7860

WASHINGTON OFFICE

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